

ORA-2312-65

#1571

REPLY TO:

Auditor General Representative (APL)

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Washington, D. C.

28 May 1965

SUBJECT: Report on Final Audit
Itak Corporation
Newton, Massachusetts
Contract No. HB-425
Task Order No. 1

TO : Contracting Officer

1. This is the final audit report on Task Order No. 1, Contract No. HB-425, dated 3 February 1961. It required investigation of the feasibility of frequency attenuating filters, application to image enhancement and possibility of incorporating in the Image Enhancement Viewer. Work started in January 1961 and was physically completed July 1961.

The task order provided for estimated costs of \$31,123 plus fixed fee of \$2,490 totaling \$33,613.

2. The contractor submitted documents to effect closing of the contract as follows:

- a. Final cost summary certificate
- b. Release
- c. Assignment of refunds, rebates and credits

The contractor stated it will submit other necessary documents in June 1965 in conjunction with the closing of other contracts as follows:

- a. Inventory certificate
- b. Patent and royalty statement



3. The results of audit follow:

Costs claimed	\$27,428.98
Fixed fee	<u>2,490.00</u>
Total amount approved by auditor	<u>\$29,918.98</u>

Allowable costs were determined in accordance with Part 2, Section XV, ASFA and other terms of the contract.

4. There are no unclaimed wages, unclaimed deposits, unrepresented checks or known potential credits or refunds.

5. There are no known charges outstanding against the contractor for any loss, damage or destruction of Government property.

Auditor General Representative (APL)

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SPECIAL HANDLING**RELEASE**Contract No. BB-425 Task 1

Pursuant to the terms of Contract No. BB-425 Task 1 and in consideration of the sum of twenty-nine thousand, nine hundred eighteen dollars and ninety-eight cents which has been or is to be paid under the said contract to Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the United States of America (hereinafter called the Government) does remise, release and discharge the Government, their officers, agents and employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Government to third parties arising out of the performance of the said contract which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Government within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Government and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this third day of May, 1965

ITEK CORPORATION

BY STATTITLE Corp Controller STAT

I, , certify that I am the Secretary
(Official Title)

of the corporation named as Contractor in the foregoing release; that

 , who signed said release on behalf of the Contractor, was
then Corp Controller of said corporation; that said release was duly signed
(Official Title)

for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

STAT

(CORPORATE SEAL)

SPECIAL HANDLING

SPECIAL HANDLING**ASSIGNMENT OF REFUNDS, REBATES AND CREDITS**

Contract No. BB-425 Task 1

Pursuant to the terms of Contract No. BB-425 Task 1 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the United States of America (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due, or which may become due, and to promptly forward to the Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this third day of May, 1965

ITEK CORPORATION

BY _____

STAT

TITLE Corp. Controller

STAT

I, _____ certify that I am the Secretary Official Title of the corporation named as Contractor in the foregoing assignment; that _____, who signed said release on behalf of the Contractor, was then Corp Controller Official Title of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

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Secretary

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(CORPORATE SEAL)

SPECIAL HANDLING

SPECIAL HANDLING**SETTLEMENT CLAIM
PROJECT 9019**

	<u>Fiscal 1961 1st Half</u>	<u>Fiscal 1961 2nd Half</u>	<u>Grand Total</u>
Direct Labor Hours			
Engineering	<u>860.5</u>	<u>1884.5</u>	<u>2745.0</u>
Total Direct Labor Hours	<u>8600.5</u>	<u>1884.5</u>	<u>2745.0</u>
Direct Labor Dollars			
Engineering	<u>2936.47</u>	<u>6416.82</u>	<u>9353.29</u>
Total Direct Labor Dollars	<u>2936.47</u>	<u>6416.82</u>	<u>9353.29</u>
Labor Overhead			
Engineering	<u>4369.76</u>	<u>9389.09</u>	<u>13758.85</u>
Total Labor Overhead	<u>4369.76</u>	<u>9389.09</u>	<u>13758.85</u>
Material	648.83	174.50	823.33
Overtime Premium	-	.95	.95
Other Direct Labor	<u>-</u>	<u>726.87</u>	<u>726.87</u>
Sub-Total	7955.06	16708.23	24663.29
G & A	<u>956.19</u>	<u>1809.50</u>	<u>2765.69</u>
Total Costs	<u>8911.25</u>	<u>18517.73</u>	<u>27428.98</u>
Rates Applied:			
Overhead - Engineering	148.81%	146.32%	
G & A	12.02%	10.83%	

SPECIAL HANDLING

9019

REPORT OF INVENTIONS AND SUBCONTRACTS

(Pursuant to "Patent Rights" Contract Clause)

Form Approved

Budget Bureau No. 22-R160

INSTRUCTIONS TO CONTRACTOR

This form may be used for INTERIM and FINAL reports, and when used shall be completed and forwarded to the Contracting Officer in triplicate.

An INTERIM report shall be submitted at least every twelve months, commencing with the date of the contract, and should include only those inventions and subcontracts for which complete information has not previously been reported.

A FINAL report shall be submitted as soon as practicable after the work under the contract is complete and shall include (a) a summary of all inventions required by the contract to be reported, including all inventions previously reported and any inventions since the last INTERIM report; and (b) any required information for subcontracts which has not previously been reported.

1. NAME AND ADDRESS OF CONTRACTOR

Itek Corporation

10 Maguire Road

Lexington, Massachusetts 02173

2. CONTRACT NUMBER**3. TYPE OF REPORT (check one)**☐ a. INTERIM☒ b. FINAL**SECTION I - INVENTIONS ("Subject Inventions" required to be reported by the "Patent Rights" clause)****4. INVENTION DATA (check one)**☒ a. THERE WERE NO INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE

☐ b. LISTED BELOW ARE INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE. ANY INVENTION DISCLOSURES WHICH HAVE NOT BEEN PREVIOUSLY SUBMITTED TO THE CONTRACTING OFFICER ARE ATTACHED TO THIS REPORT.

(i) NAME OF INVENTOR	(ii) TITLE OF INVENTION	(iii) PATENT APPLICATION SERIAL NUMBER AND CONTRACTOR'S DOCKET NO.	(iv) CONTRACTOR HAS FILED OR WILL FILE U.S. PATENT APPLICATION		(v) CONFIRMATORY LICENSE OR ASSIGNMENT HAS BEEN FORWARDED TO CONTRACTING OFFICER	
			YES	NO	YES	NO

SECTION II - SUBCONTRACTS (Containing a "Patent Rights" clause)

5. LISTED BELOW IS INFORMATION REQUIRED BUT NOT PREVIOUSLY REPORTED FOR SUBCONTRACTS. (If not applicable, write "None".)

(i) NAME AND ADDRESS OF SUBCONTRACTOR	(ii) SUBCONTRACT NUMBER	(iii) DATE CLAUSE FURNISHED TO CONTRACTING OFFICER	(iv) DATE SUBCONTRACT COMPLETED
None			

SECTION III - CERTIFICATE

CONTRACTOR CERTIFIES THAT THIS REPORT OF INVENTIONS AND SUBCONTRACTS IS CORRECT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE AND BELIEF.

DATE

6-9-65

NAME AND TITLE OF AUTHORIZED OFFICIAL (Print or Type) SIGNATURE

Director
Patents and Licensing

ENTS.

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